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8 Attorneys for LEXINGTON INSURANCE COMPANY

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 CENTEX HOMES, a Nevada general
partnership,

12 Plaintiff,

13 vs.
14

15 INTERSTATE FIRE & CASUALTY
16 COMPANY, an Illinois corporation;
LEXINGTON INSURANCE COMPANY, a
17 Delaware corporation; FEDERAL
18 INSURANCE COMPANY, an Indiana
corporation; UNDERWRITERS AT
19 LLOYDS, LONDON, an England corporation;
and FINANCIAL PACIFIC INSURANCE
20 COMPANY, a California corporation,

21 Defendants.
22

CASE NO. 2:18-CV-01369-APG-GWF

**STIPULATION AND
ORDER EXTENDING TIME FOR
LEXINGTON INSURANCE COMPANY
TO FILE A REPLY IN SUPPORT OF ITS
MOTION TO DISMISS [FIRST
REQUEST]**

23 Plaintiff CENTEX HOMES (“CENTEX”) and Defendant LEXINGTON INSURANCE
24 COMPANY (“LEXINGTON”), by and through their attorneys of record, and pursuant to Local Rules
25 6-1(a)(b)(c) and 6-2, hereby stipulate and agree as follows:

26 WHEREAS, CENTEX filed a Complaint on or about July 25, 2018, in the United States
27 District Court, District of Nevada as Case Number 2:18-CV-01369, naming LEXINGTON as a
28 defendant;

1 WHEREAS, on or about November 12, 2018, LEXINGTON filed a Motion to Dismiss
2 CENTEX's Second Cause of Action for Breach of the Implied Covenant of Good Faith and Fair
3 Dealing and Third Cause of Action for Violations of the Unfair Claims Settlement Practices Act,
4 Nevada Revised Statute section 686A.310 pursuant to Federal Rule of Civil Procedure 12(b)(6);

5 WHEREAS, CENTEX filed an Opposition to LEXINGTON's Motion to Dismiss on or about
6 November 26, 2018;

7 WHEREAS, LEXINGTON has requested, and CENTEX has consented to, an extension of
8 time for LEXINGTON to file a Reply in Support of its Motion to Dismiss to December 10, 2018;

9 WHEREAS, LEXINGTON's handling attorneys are otherwise unavailable during the time
10 frame before the Reply's current due date in order to allow adequate time to prepare a Reply for client
11 review;

12 WHEREAS, this stipulation is not made for purposes of delay;

13 NOW, THEREFORE, CENTEX and LEXINGTON, by and through their respective counsel,
14 hereby stipulate and agree that the deadline for LEXINGTON to file a Reply in Support of its Motion
15 to Dismiss shall be extended to December 10, 2018.

16 DATED: November 27, 2018

PAYNE & FEARS LLP

17 By: /s/ Sarah J. Odia
18 SCOTT S. THOMAS, ESQ.
19 sst@paynefears.com
20 SARAH J. ODIA, ESQ.
sjo@paynefears.com
Attorneys for Plaintiff CENTEX HOMES

21 DATED: November 27, 2018

HEROLD & SAGER

22 By: /s/ Joshua A. Zlotlow
23 ANDREW D. HEROLD, ESQ.
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24 JOSHUA A. ZLOTLOW, ESQ.
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25 Attorneys For Defendant LEXINGTON INS. CO.

26 **IT IS SO ORDERED:**

27  11/28/2018
28 UNITED STATES DISTRICT JUDGE